IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.483 OF 2005
IN
SUMMARY SUIT NO.3568 OF 2005

Asian Paints Industrial Coatings Ltd. ..Plaintiff.

Vs.

Jiwa Appliances Ltd. ..Defendants.

Mr.Amit Vyas i/b.Rajani Associates for the Plaintiff.

None for the Defendants.

CORAM : S.J. VAZIFDAR, J.
DATED : 7TH DECEMBER, 2005

P.C. :

The suit is filed to recover the price of goods sold and delivered by Hardcastle & Waud Manufacturing Company Limited to the Defendants. The sum due by the Defendants to Hardcastle & Waud Manufacturing Company Limited as on 27.2.2002 was Rs.3,25,889/-.

2. By a letter dated 27.2.2002 Hardcastle & Waud Manufacturing Company Limited instructed the Defendants to pay the said amount to the Plaintiffs as they had transferred one of their businesses to the Plaintiffs, together with the benefit of the

outstanding amounts due and payable by the Defendants to the Plaintiffs.

3. The supplies were made in terms of 34 invoices. The Defendants by their letter dated 4.11.2002 addressed to the Plaintiffs, expressed certain difficulties that they were facing, as a result of which they stated that they were unable to make the said payment. They further stated that once the activity is restarted they would release the payment. The Defendants therefore requested the Plaintiffs to accommodate them till that time.

4. On a reconciliation of the accounts, it appears that Rs.4,12,079/- and not Rs.3,25,888/- was due and payable. By their letters dated 26.12.2002 and 15.3.2003 the Plaintiffs furnished the details of the transactions and called upon the Defendants to confirm the same. Each of the letters stated that if the Plaintiffs did not hear from the Defendants for seven days it would be presumed that they confirmed the balance as appearing in their books.

5. There was no reply to the said letters. Thereafter, there were several notices addressed by the Plaintiffs and their Advocates demanding

payment. There was no reply to the same. There is no affidavit in reply. There is no defence to the suit.

6. In the circumstances, the Summons for Judgment is made absolute and the suit is decreed as prayed. However, interest after the date of the suit shall be at 12% per annum.

Refund as per rules.